

Terms and Conditions

Digital People Terms and Conditions

Please read this disclaimer very carefully. If you have any doubts you should consult financial, Legal, Taxation or other related professional advice.

Digital People and DGPE Token are projects controlled by the “Company” Digital People Technology LTD registered in England and Wales with Number 12147848.

You will agree not to use our ICO and IEO campaigns for any illegal operation, including but not limited to financing of terrorism or money laundering.

DIGITAL PEOPLE TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") govern your (“you” or the “Purchaser”) purchase of cryptographic tokens ("DGPE") from DIGITAL PEOPLE TECHNOLOGY LTD, a company registered in the United Kingdom (the “Company”). Each of you and the Company is a “Party” and, together, the “Parties” to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the Digital People Token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE DIGITAL PEOPLE (DGPE) TOKENS FROM THE COMPANY. BY PURCHASING DIGITAL PEOPLE TOKENS FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY.

By purchasing Digital People Tokens, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Digital People TEAM”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Digital People Tokens, including losses associated with the terms set forth below.

DO NOT PURCHASE DIGITAL PEOPLE TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING DIGITAL PEOPLE TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE DIGITAL PEOPLE TOKENS.

PURCHASES OF DIGITAL PEOPLE TOKENS SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF DIGITAL PEOPLE TOKENS DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY, FOR LOSS OF BTC, ETH OR DIGITAL PEOPLE RESULTING FROM ACTIONS TAKEN BY OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE DIGITAL PEOPLE TOKENS OR PARTICIPATE IN THE SALE OF DIGITAL PEOPLE TOKENS. YOUR PARTICIPATION IN DIGITAL PEOPLE TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE DIGITAL PEOPLE TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. Conditions to Digital People token sale

YOU MAY NOT MAKE ACQUIRE DIGITAL PEOPLE TOKENS IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, CHINA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE CAYMAN ISLANDS.

When you purchase or otherwise receive, Digital People Tokens, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the Digital People Tokens:

Neither the Company nor any of the Digital People Team has provided you with any advice regarding whether Digital People Tokens are a suitable investment for you;

- you have an expert level understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

you are legally permitted to receive and hold and make use of Digital People in your and any other relevant jurisdiction;

- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of Digital People Tokens and allocate Digital People Tokens to you;

- you have not supplied us with information relating to your acquisition of Digital People Tokens or otherwise which is inaccurate or misleading;

- you will provide us with any additional information which may be reasonably required in order that we can fulfill our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

- you will notify us promptly of any change to the information supplied by you to us;

- you are of a sufficient age (if an individual) to legally obtain Digital People Tokens, and you are not aware of any other legal reason to prevent you from obtaining Digital People Tokens;

- you take sole responsibility for any restrictions and risks associated with receiving and holding Digital People Tokens, including but not limited to these set out in Annex A;
- by acquiring Digital People Tokens, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using Digital People Tokens for any illegal purpose, and will not use Digital People Tokens for any illegal purpose;
- you waive any right you may have/obtain to participate in a class action lawsuit or class-wide arbitration against any entity or individual involved with the sale of Digital People Tokens;
- your acquisition of Digital People Tokens does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of Digital People Tokens, The DIGITAL PEOPLE Project and/or the Ethereum Network;
- you accept that Digital People Tokens are created, and you obtain Digital People Tokens on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing Digital People Tokens without being able to provide any warranties in relation to Digital People Tokens, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of Digital People Tokens (ii) the potential appreciation or depreciation in the value of Digital People Tokens over time, if any, (iii) the sale and purchase of Digital People Tokens; and/or (iv) any other action or transaction related to Digital People Tokens has tax implications.

2. Overview of Digital People Token sale

Digital People Tokens are required for the proper operation and comprehensive utilisation of projects to be undertaken by The DIGITAL PEOPLE Project (as defined in the white paper (the “White Paper”) provided at <https://digitalpeople.biz> (the “Website”) as of the date the Purchaser acquires Digital People token).

The maximum total amount of Digital People Tokens to be issued is 230,000,000 (roughly equivalent to US\$23,000,000). Digital People Token supply is fixed, and no more Digital People Tokens will be issued after the end of the Digital People Token sale. Ownership of Digital People Tokens during the Digital People token sale carries no rights express or implied. Purchases of Digital People Tokens are non-refundable.

Purchasers in the Digital People token sale will be allocated their Digital People tokens in exchange for ETH at the following rates for the sale rounds and may be subject to change;

Private Sale with a 30% bonus at a rate of US\$ 0.10 per Digital People Token. The private sale will start on the 1st of November 2019 and end on the 31st December 2019.

Pre Sale with a 20% bonus at a rate of US\$ 0.10 per Digital People Token. The pre sale will start on the 1st of January 2020 and end on the 14th of February 2020.

General Sale with a 10% bonus at a rate of US\$ 0.10 per Digital People Token. The pre sale will start on the 15th of February 2020 and end on the 30th April 2020.

After the pre-sale and the three rounds have finished, the sale will be deemed completed.

Conversion rates from US Dollars to ETH are live updates provided by CoinMarket.cap API and are used to dynamically set the ETH to Digital People Token rate.

3. After the Digital People Token Sale

The Purchasers should have no expectation of influence over the governance of the Company.

Prior to a Purchaser selling Digital People Tokens after the Digital People Token sale completion, such Purchaser shall ensure that the buyer of any such Digital People Tokens undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the Digital People Token sale.

4. The Company Will Not Purchase Digital People Tokens During the Digital People Sale

The Company warrants that neither it nor its shareholders will purchase Digital People Tokens during the Digital People Token sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase Digital People Tokens from any third party during the period of the Digital People Token sale.

5. All purchases of Digital People Tokens are final

ALL PURCHASES OF DIGITAL PEOPLE TOKENS ARE FINAL. PURCHASES OF DIGITAL PEOPLE TOKENS ARE NON-REFUNDABLE. BY PURCHASING DIGITAL PEOPLE TOKENS, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING DIGITAL PEOPLE TOKENS CREATES MATERIAL,

REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR DIGITAL PEOPLE TOKENS, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL DIGITAL PEOPLE TOKENS FROM SUCH DIGITAL PEOPLE TOKEN OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

6. Taxation of Digital People Tokens and Taxation Related to the ICO & IEO

The Purchaser bears the sole responsibility to determine if the purchase of Digital People Tokens with ETH or the potential appreciation or depreciation in the value of Digital People Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Digital People Tokens, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisor's liable for any tax liability associated with or arising from the purchase of Digital People Tokens.

7. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

8. Force Majeure

The Digital People Team is not liable for failure to perform solely caused by:

unavoidable casualty,
delays in delivery of materials,
embargoes,
government orders,
acts of civil or military authorities,
acts by common carriers,
emergency conditions (including weather conditions),
security issues arising from the technology used,
or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

9. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING DIGITAL PEOPLE TOKENS AT THE PURCHASER'S SOLE RISK AND THAT DIGITAL PEOPLE TOKENS IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE DIGITAL PEOPLE TEAM WARRANTS THAT THE PROCESS FOR PURCHASING DIGITAL PEOPLE TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, DIGITAL PEOPLE TOKENS OR (ii) THE DIGITAL PEOPLE TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE DIGITAL PEOPLE TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DIGITAL PEOPLE TOKENS, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO DIGITAL PEOPLE TOKENS. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE DIGITAL PEOPLE TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DIGITAL PEOPLE TOKENS, AND THAT THE RISK OF PURCHASING AND USING DIGITAL PEOPLE TOKENS RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE DIGITAL PEOPLE TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF DIGITAL PEOPLE TOKENS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE DIGITAL PEOPLE TEAM.

11. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of Digital People Tokens. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of Digital People Tokens and supersede any public statements about the Digital People Token sale made by third parties or by the Digital People Team or individuals associated with any of the Digital People Team, past and present and during the Digital People Token sale.

12. Severability

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

13. No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by

the Digital People Team shall be deemed a modification of these Terms nor be legally binding.

14. Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing Digital People Tokens. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

15. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

16. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Digital People Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Digital People Tokens; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

17. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or another storage mechanism you use to receive and hold Digital People Tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

18. Language

Currently, only English versions of any Digital People's communications is considered official. The English version shall prevail in case of differences in translation.

19. Governing Law

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

20. Arbitration

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (“Dispute”), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

ANNEX A

Digital People Token Risks

By purchasing, owning, and using Digital People Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Digital People Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Digital People Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Digital People Tokens will result in loss of such Digital People tokens. Moreover, any third party that gains access to such private key(s),

including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Digital People Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Digital People Tokens in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Digital People Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving Digital People Tokens, or provides an address that is not compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Blockchain Protocol

Because Digital People Tokens and the Digital People platform are based on the Ethereum Blockchain protocol, any malfunction, breakdown or abandonment of the Ethereum Blockchain protocol may have a material adverse effect on the platform or Digital People Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Digital People Token and the platform, including the utility of the Digital People Token for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum Blockchain protocol.

3. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or Digital People Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively

affect the platform and Digital People tokens, including the utility of Digital People Tokens for obtaining services.

4. Risks Associated with Markets for Digital People Tokens

If secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Digital People Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

5. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Digital People Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

6. Risks Arising from Taxation

The tax characterization of Digital People Tokens is uncertain. You must seek your own tax advice in connection with purchasing Digital People Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

7. Risk of Competing platforms

It is possible that alternative platforms could be established that utilise the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to The DIGITAL PEOPLE Project services.

8. Risks Arising from Lack of Governance Rights

Because Digital People Tokens confers no governance rights of any kind with respect to The DIGITAL PEOPLE Project or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any Digital People Tokens you own, including their utility for obtaining services.

9. Unanticipated Risks

Cryptographic tokens such as Digital People Tokens are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of Digital People Tokens, including unanticipated risks. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

Further Information

For further information regarding the Digital People Token sale, please sales@digitalpeople.biz

DIGITAL PEOPLE TOKEN SALE APPLICATION

Confidentiality

I will keep confidential and will not disclose to third parties (other than my tax or other financial advisor's under like conditions of confidentiality) any and all information regarding DIGITAL PEOPLE TECHNOLOGY Ltd, a company, registered under the laws of the United Kingdom, provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of Digital People Tokens and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.

Authorization and Indemnification

I hereby authorise and instruct each of The Digital People Technology Ltd, Digital People Team to accept and execute any instructions given in relation to any Digital People Tokens acquired for by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or another instrument believed in good faith to be genuine or to be signed by properly authorized persons.

I indemnify and hold harmless each of The Digital People Team, Digital People Technology Ltd against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any Digital People Tokens purchased by me.

I indemnify and hold harmless The Digital People Team, Digital People Technology Ltd and their respective directors, members, partners, shareholders, officers, employees, agents, and affiliates (collectively, the Indemnified Parties) from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or Application set forth in this Application or in any other document I deliver to The Digital People Team, Digital People Technology Ltd or, from my assertion of my proper authorization to act.

I indemnify and hold harmless The Digital People Team, Digital People Technology Ltd and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents (each a FATCA Indemnified Party) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any action or inaction on my part (or on the part of any person related to me). This indemnification shall survive my death or the disposition of my Digital People Token(s).

I indemnify and hold harmless The Digital People Team, Digital People Technology Ltd and against any loss arising as a result of a delay or failure to process this application or a redemption request if I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.

I understand, acknowledge and agree that:

any Indemnified Party, FATCA Indemnified Party or another identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;

The Digital People Team, Digital People Technology Ltd may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given; and

The Digital People Team, Digital People Technology Ltd will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

Acknowledgments

I understand, acknowledge and agree as follows:

Interpretation

Terms not defined herein will be as defined in the White Paper and Terms and Conditions (collectively, the Token Sale Terms) located at <https://digitalpeople.biz> (the Website).

References to Token Sale Terms and the Articles are to those documents as they may be amended from time to time.

White Paper and/or Terms and Conditions

I have received and reviewed: (i) the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.

I understand that Digital People Tokens do not represent, nor do they entitle the holder, in any way whatever, to a:

Depository Account;

Custodial Account;

Cash Value Insurance Contract;

Annuity Contract; or

Equity and/or Debt Interest in DIGITAL PEOPLE TECHNOLOGY Ltd;

as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, BTLG1-8265751-5.

Terms of Tokens

Digital People Tokens are held subject to the terms and conditions of the Token Sale Terms and this Application (this Application).

No certificate will be issued to in relation to my Digital People Tokens and my personal Digital People Token holding will not be reflected, recognized or recorded in any accounting or ledger maintained by The Digital People Team or Digital People Technology Ltd (“the Company”).

Anti-Money Laundering

The Company (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective token purchaser and to confirm the AML status of any redeeming Digital People Token holder. The Company shall not accept or repay any Contributed Amount and/or application for Digital People Tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

If, as a result of any information or other matter which comes to his attention, any person resident in the United Kingdom knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Conduct Authority of the United Kingdom, pursuant to the Proceeds of Crime Law (Revised) of the United Kingdom if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Conduct Authority, pursuant to the Anti-Terrorism Law of the United Kingdom, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

The Company prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including

those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the Company, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

Tax Information Exchange Obligations

I acknowledge that the Company may be subject to certain obligations (the Tax Information Exchange Obligations) to gather and disclose to the competent authorities information relating to purchasers of Digital People Token under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (FATCA); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

I shall execute properly and provide to the Company in a timely manner any documentation or other information that the Company or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit the Companies

compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by the Company and its agents of the provided information or documentation to applicable regulatory authorities.

Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by the Company or its agents in connection with the Tax Information Exchange Obligations.

If I provide information and/or documentation that is in any way misleading, or I fail to provide the Company or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Digital People or a risk of the Company or its token holders being subject to withholding tax or other penalties), the Company reserves the right:

to take any action and/or pursue all remedies at the Companies disposal including, without limitation, compulsory Reversion of my Digital People Tokens in full or in part; and

to hold back from any Reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.

Further, I shall have no claim against the Company, or either of their agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Company in order to comply with the Tax Information Exchange Obligations.

Electronic Delivery of Reports and Other Communications.

I accept that such electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. The Company makes no

warranties in relation to these matters. The Company reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by the Company, I am required to contact the purported sender immediately. The Companies acceptance of my Digital People Token purchase is not conditioned on my giving consent to electronic delivery of the Company related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Tokens. I shall not be entitled to receive any information from the Company in paper format.

Representations and Warranties

In consideration of the Companies acceptance of my offer to purchase Digital People Tokens and recognizing its reliance thereon, I agree, represent, and warrant to the Company that:

I am fully in compliance with the Token Sale Terms.

I am acquiring the Digital People Tokens solely for my own account and not as nominee or custodian for another person or entity.

I am not:

a “U.S. Person” [4]

a member of the public in the Cayman Islands or a resident or citizen of the Republic of South Africa

acquiring Digital People Tokens as nominee or custodian for another person or entity [5]

executing this Application within the United States; or

acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons

4.4 I did not acquire and will not transfer any Digital People Tokens within the United States of America, its territories or possessions (hereinafter collectively referred to as the “United States”).

4.5 I did not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of Digital People Tokens in the United States;

4.6 I will not transfer directly or indirectly any of my Digital People Tokens or any interest therein (including without limitation any right to receive dividends or other distributions) without the consent of the directors of the Company and further, I shall not transfer directly or indirectly any of my Digital People Tokens or any interest therein (including without limitation any right to receive dividends or other distributions) to a U.S. Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.

4.7 I did not acquire and will not transfer any Digital People Tokens within [the Republic of South Africa, its territories or possessions (hereinafter collectively referred to as the "Restricted Territory")].

4.8 I did not engage (except as specifically authorised by the Company) and will not engage in any activity relating to the sale of the Digital People Tokens in the Restricted Territory;

No solicitation

4.9 I am not aware of and am in no way relying on, and did not become aware of the sale of Digital People Tokens through or as a result of, from or in any of the United States, Cayman Islands or Republic of South Africa: any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of Digital People Tokens and I am not purchasing Digital People Tokens and did not become aware of the offering of Digital People Tokens through or as a result of, in any of the United States, Cayman Islands or Republic of South Africa, any seminar or meeting to which I was invited by, or any solicitation of a subscription by, a person not previously known to me in connection with investments in securities generally.

Capacity and experience

4.10 I am responsible for the decision to acquire Digital People Tokens and I have legal competence and capacity to execute this Application.

4.11 I have the knowledge, expertise, and experience in financial matters to evaluate the risks of acquiring Digital People Tokens, I am aware of the risks inherent in acquiring and the method by which the assets of the Company are held and/or traded, and I can bear the risk of loss of my entire token acquisition.

4.12 I am qualified and authorized to make such acquisition decision and, to the extent deemed necessary, I have consulted my own advisor's and legal counsel regarding the acquisition of Digital People Tokens. In making the decision to acquire Digital People Tokens, I have not relied on any advice or recommendation from the Company, nor any placement agent associated with the Company or any of their affiliates.

4.13 To the extent that I am acting on behalf of an entity, I have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire Digital People Tokens.

Binding Application and extent of representations and warranties

4.14 This Application constitutes a valid and binding Application and is enforceable against me in accordance with its terms.

4.15 I have read and understand the Companies Privacy Policy available from <https://digitalpeople.biz> "the website".

4.16 (i) I am not, nor is any person or entity controlling, controlled by or under common control with me, a Prohibited Person, (ii) the funds paid for Digital People Tokens on my own behalf of any of my beneficial owner(s), were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including anti-money laundering laws and regulations and (iii) to the extent I have any beneficial owners, (A) I have carried out thorough due diligence to establish the identities of such beneficial

owners, (B) based on such due diligence, the I reasonably believe that no such beneficial owners are Prohibited Persons, (C) I hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my complete redemption from the Company and (D) I will make available such information and any additional information that the Company may require upon request in accordance with applicable regulations. If any of the representations, warranties or covenants in this section cease to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company may, in accordance with applicable regulations, be obligated to freeze my token rights, either by prohibiting additional acquisition, declining or suspending any redemption requests, or my Digital People Tokens may immediately be involuntarily redeemed by the Company, and the Company may also be required to report such action and to disclose my identity to OFAC or other authority. In the event that the Company is required to take any of the foregoing actions, I understand and agree that it shall have no claim against the Company and its respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

4.17 Having reviewed the Token Sale Terms, I hereby agree with the Company, subject to the Companies provisional acceptance, to acquire for as many of the Digital People Tokens as the Contributed Amount shall purchase.

[1] The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

[2] Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children, and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

[3] Foreign shell bank means a foreign bank without a physical presence in any country but does not include a regulated affiliate. A post office box or

electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

[4] See Exhibit A attached hereto for the definition of a “U.S. Person”.

[5] See Exhibit A attached hereto for the definition of a “U.S. Person”.

[6] Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Purchaser in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Purchaser is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

EXHIBIT A

DEFINITION OF U.S. PERSON

Rule 902 of the U.S. Securities Act of 1933

(1) “U.S. Person” means:

any natural person resident in the United States;

any partnership or corporation organized or incorporated under the laws of the United States;

any estate of which any executor or administrator is a U.S. Person;

any trust of which any trustee is a U.S. Person;

any agency or branch of a non-U.S. entity located in the United States;

any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;

any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or

any partnership or corporation if:

organized or incorporated under the laws of any non-U.S. jurisdiction; and

formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.

(2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a “U.S. Person”.

(3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:

an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and

the estate is governed by non-U.S. law.

(4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.

(5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.

(6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a “U.S. Person” if:

the agency or branch operates for valid business reasons; and

the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons.